

m/037/025

# Umetco Minerals Corporation



P.O. BOX 1029  
GRAND JUNCTION, COLORADO 81502  
☎ (970) 245-3700

May 13, 2005

RECEIVED  
MAY 16 2005  
DIV. OF OIL, GAS & MINING

Mr. Paul Baker, Reclamation Specialist  
State of Utah  
Department of Natural Resources  
Division of Oil, Gas & Mining  
1594 West North Temple, Ste. 1210  
PO Box 145801  
Salt Lake City, UT

VIA OVERNIGHT MAIL

**Re: Umetco Minerals Corporation, Reclamation Contracts  
Deremo-Peterson and Wilson Silverbell Properties**

Dear Mr. Baker:

I enclose partially executed reclamation contracts for the captioned properties. Attached to each contract is Attachment A, a legal description and map, and Attachment B, a form of surety bond that has been executed on behalf of Umetco.

If possible, Umetco would like to receive copies of the contracts and bonds after they've been approved and executed by the State of Utah. Thanks for your assistance in this matter, and please contact me if you have a question regarding the enclosures.

Yours truly,

Milton G. Derrick

MGD/jfc

Enclosures: As stated

FORM MR-RC  
Revised January 21, 2005  
RECLAMATION CONTRACT

File Number M/037/025

Effective Date \_\_\_\_\_

Other Agency File Number ML-23842

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

 COMPLETED

RECEIVED

MAY 16 2005

RECLAMATION CONTRACT

---ooOoo---

DIV OF OIL GAS & MINING

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) (Mineral Mined)	<u>M/037/025</u> <u>URANIUM, VANADIUM</u>
"MINE LOCATION": (Name of Mine) (Description)	<u>DEREMO - PETERSON</u> <u>APPROXIMATELY 3 MILES NORTH</u> <u>AND 16 MILES EAST OF</u> <u>MONTICELLO, UT</u>
"DISTURBED AREA": (Disturbed Acres) (Legal Description)	<u>2.9</u> <u>(Refer to Attachment A)</u>
"OPERATOR": (Company or Name) (Address)	<u>UMETCO MINERALS CORPORATION</u> <u>2754 COMPASS DRIVE</u> <u>SUITE 280</u> <u>GRAND JUNCTION, CO 81506</u>
(Phone)	<u>(970) 245-3700</u>



"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

CT CORPORATION SYSTEM

50 WEST BROADWAY, 8TH FLOOR

SALT LAKE CITY, UT 84101-2006

801-364-5101

"OPERATOR'S OFFICER(S)" & TITLE:

GREGORY G. COCHRAN, PRESIDENT

JOHN D. OLSON, SECRETARY

EDWARD W. RICH, TREASURER

SURETY":

(Form of Surety - Attachment B)

MR - 5, NOVEMBER 1, 2004

"SURETY COMPANY":

(Name, Policy or Acct. No.)

SAFECO INSURANCE COMPANY OF AMERICA

"SURETY AMOUNT":

(Escalated Dollars)

\$1,600.00

COMPLETED

"ESCALATION YEAR":

2009

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between UMETCO MINERALS CORPORATION the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/037/025 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.



NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Reclamation Plan and/or Notice of Intention approved/accepted by the Division on May 2, 1979. The Reclamation Plan and/or Notice of Intention, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

COMPLETED



amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

A circular stamp with the word "COMPLETED" in a bold, sans-serif font, tilted slightly upwards to the right.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

UMETCO MINERALS CORPORATION  
Operator Name

By Edward W. Rich  
Authorized Officer (Typed or Printed)

Treasurer  
Authorized Officer - Position

EW Rich April 27, 2005  
Officer's Signature Date

COMPLETED

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF MIDLAND )

On the 27<sup>th</sup> day of April, 20 05, Edward W. Rich  
personally appeared before me, who being by me duly sworn did say that he/~~she~~ is the  
Treasurer of Umetco Minerals Corporation and duly acknowledged  
that said instrument was signed on behalf of said company by authority of its bylaws or  
a resolution of its board of directors and said Edward W. Rich duly  
acknowledged to me that said company executed the same.

Lisa De Vos  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires: Lisa De Vos  
Notary Public, Saginaw County, Michigan  
Acting in Midland County  
My Commission Expires February 16, 2007



DIVISION OF OIL, GAS AND MINING:

By John R. Baza Date 3/27/2006  
John R. Baza, Director

STATE OF Utah)  
COUNTY OF Salt Lake) ss:

COMPLETED

On the 27<sup>th</sup> day of March, 2006, John R. Baza  
personally appeared before me, who being duly sworn did say that he,  
the said John R. Baza is the Director of the Division of  
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he  
duly acknowledged to me that he executed the foregoing document by authority  
of law on behalf of the State of Utah.



Diane Holland  
Notary Public  
Residing at: Salt Lake City, Utah

My Commission Expires: 5-01-06

## ATTACHMENT "A"

UMETCO MINERALS CORPORATION  
Operator

DEREMO - PETERSON  
Mine Name

M/037/025  
Permit Number

SAN JUAN County, Utah

### LEGAL DESCRIPTION

*Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.*

**The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 2.9 acres under the approved accepted permit and surety, as reflected on the attached map labeled DEREMO - PETERSON and dated MARCH 10, 2005.**

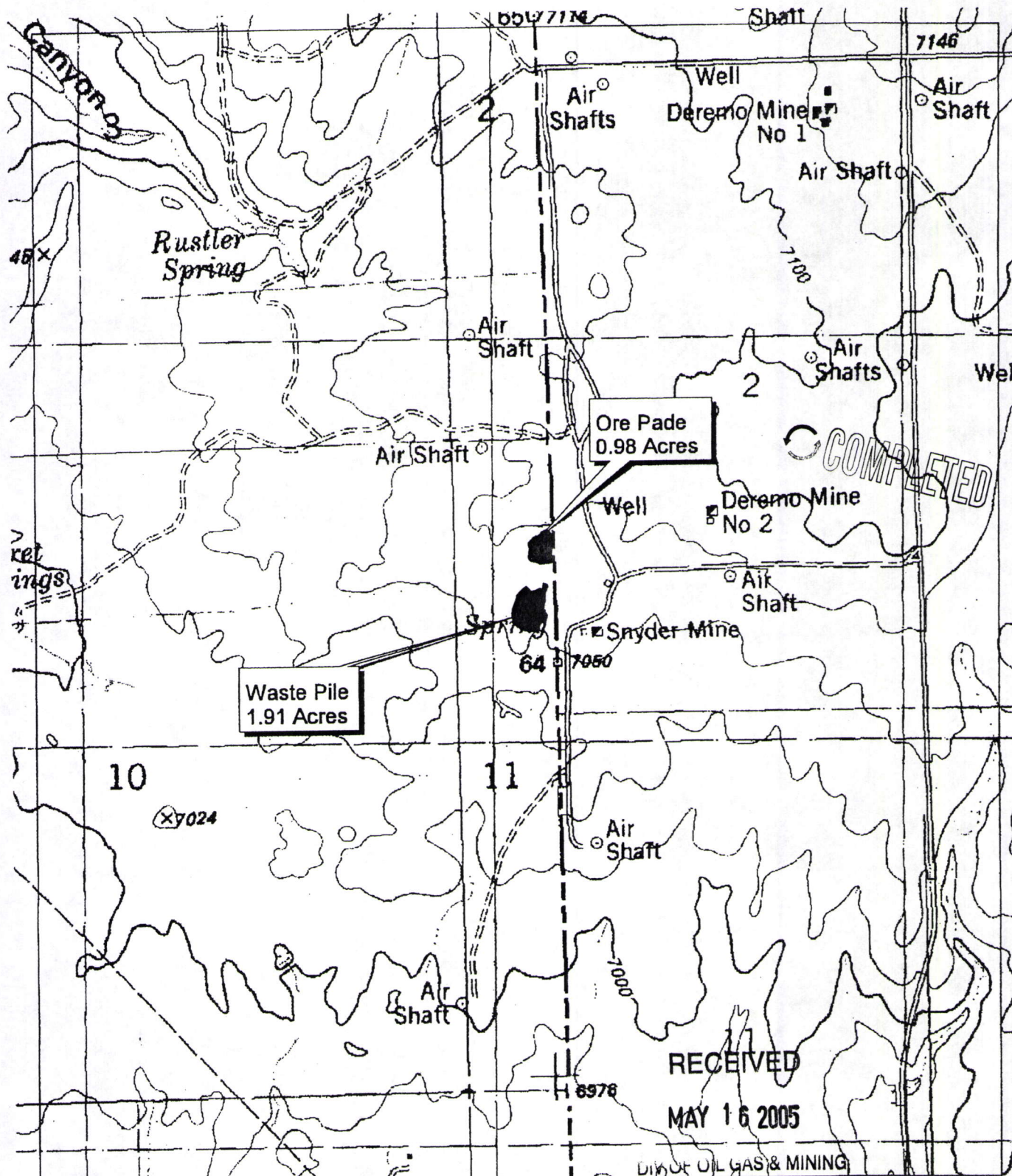
Township 33, South, Range 26 East, SLB&M

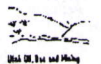
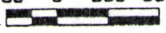

A 0.98 acre parcel of land located in fractional Section 11 and situated approximately 650 feet south of the northeast corner of said section, and adjacent to the state boundary between Utah and Colorado;

and

a 1.91 acre parcel of land located in fractional Section 11 and situated approximately 1280 feet south of the northeast corner of said section, and approximately 100 feet west of the state boundary between Utah and Colorado.





 <p>Dept. of Natural Resources Division of Oil, Gas &amp; Mining Mineral Mines Program</p>	<p>300 0 300 600 Feet</p>  <p>Scale 1:4000 (verify scale) Contour Interval: 20 feet</p> 	<p>Mine Number: M/037/025 Mine Name: Deremo/Peterson Township 33 S Range 26 E Section 11 SLBM Piute Knoll Quad</p> <table border="1"> <tr> <td data-bbox="1015 1921 1181 1984">Drafted by PBB</td> <td data-bbox="1181 1921 1346 1984">March 10, 2005</td> <td data-bbox="1346 1921 1478 1984"></td> </tr> </table>		Drafted by PBB	March 10, 2005	
Drafted by PBB	March 10, 2005					





JON M. HUNTSMAN, JR.  
Governor

GARY R. HERBERT  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

### Division of Oil, Gas & Mining

MICHAEL R. STYLER  
Executive Director

JOHN R. BAZA  
Division Director

#### Contingency Addendum to the Reclamation Contract

**Umetco Minerals Corporation, Deremo-Peterson, M/037/025**

March 22, 2006

Mr. Rahe Junge  
Umetco Minerals Corporation  
2754 Compass Drive  
Suite 280  
Grand Junction, Colorado 81506

This addendum identifies the existing board contract entered into on January 24, 1985 in the amount of \$33,332.00 (year 1985). The contract provides corporate guarantee of reclamation of affected lands in accordance with the Reclamation Plan as amended. In January 2005, the Division indicated the only remaining reclamation work for this site was revegetation of 2.5 acres. However, the Board of Oil, Gas, and Mining have yet to release the board contract releasing the company of the reclamation liability in accordance with the Reclamation Plan. Therefore, the board reclamation obligation of \$33,332.00 must be identified in this reclamation contract until the board contract is released.

This addendum shall remain in full force and effect until the Utah Board of Oil, Gas, and Mining has released the board contract. It shall not be discharged or affected in any way by:

- Any extension of time or waiver being granted to Operator;
- Any alteration or Addendum to the Reclamation Contract or Notice of Intention;
- The bankruptcy, insolvency or liquidation of the Operator or similar proceeding involving Operator or its assets (and the discharge in bankruptcy of Operator shall not release or diminish Operator's obligations);
- The renewal, modification or release by the Division of any existing surety now or hereafter held for the benefit of the Division in respect of the reclamation obligations and liabilities.

This addendum shall expire upon the date the Board releases the board contract.

Nothing herein contained shall vary, alter, or extend any provision or condition of the Reclamation Contract.

To the extent any conflict exists between this addendum and the Reclamation Contract, these terms shall control.

Please acknowledge with your signature, make a copy, and return this letter with original signature to the Division.



The below signed, acknowledge and accept these revisions and incorporate them into the Reclamation Contract.

ACCEPTED BY:



John R. Baza, Director  
Division of Oil, Gas and Mining

3/27/2006  
Date

\_\_\_\_\_  
Edward W. Rich  
Treasurer, Umetco Minerals Corporation

\_\_\_\_\_  
Date

ATTACHMENT B

FORM MR-5  
November 1, 2004

Bond Number \_\_\_\_\_  
Permit Number M/037/025  
Mine Name Deremo-Peterson Mine

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940

COMPLETED

RECEIVED

MAY 16 2005

THE MINED LAND RECLAMATION ACT

SURETY BOND

\*\*\*\*\*

DIV OF OIL GAS & MINING

The undersigned Umetco Minerals Corporation, as Principal, and Safeco Insurance Company of America, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of One Thousand Six Hundred & 00/100----- dollars (\$ 1,600.00).

The mining and reclamation plan was originally approved May 2, 1979. The area where reclamation responsibilities remain encompasses 2.9 acres. The escalation year is 2009.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved / accepted Mining and Reclamation Plan or Notice and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan or Notice provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan or Notice, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.



Bond Number \_\_\_\_\_  
Permit Number M/037/025  
Mine Name Deremo-Peterson Mine  
Other Agency File Number \_\_\_\_\_

In the converse, if the Mining and Reclamation Plan or Notice provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Umetco Minerals Corporation

Principal (Permittee)

Edward W. Rich Treasurer

By (Name and Title typed):

Signature

Date

**Surety Company**

Safeco Insurance Company of America

Surety Company Name

L. Scott

Surety Company Officer L. Scott

Attorney-In-Fact

Title/Position

Signature

4634 154th Place, NE, Adams Building  
Street Address

Redmond, WA 98052

City, State, Zip

(425) 376-6535

Phone Number

February 15, 2005

Date



Bond Number \_\_\_\_\_  
Permit Number M/037/025  
Mine Name Deremo-Peterson Mine  
Other Agency File Number \_\_\_\_\_

### AFFIDAVIT OF QUALIFICATION

On the 15th day of February, 20 05, L. Scott  
personally appeared before me, who being by me duly sworn did say that ~~he~~/she, the said  
L. Scott is the Attorney-In-Fact of  
Safeco Insurance Company of America and duly acknowledged that said instrument was signed on behalf  
of said company by authority of its bylaws or a resolution of its board of directors and said  
L. Scott duly acknowledged to me that said company executed the same, and that  
he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized  
to execute the same and has complied in all respects with the laws of Utah in reference to becoming  
sole surety upon bonds, undertaking and obligations.

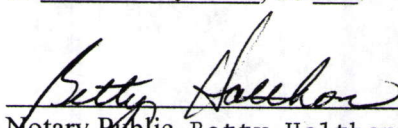
Signed:   
Surety Officer L. Scott

Title: Attorney-In-Fact

STATE OF Michigan )  
 ) ss:  
COUNTY OF Wayne )

**COMPLETED**

Subscribed and sworn to before me this 15th day of February, 20 05.

  
Notary Public Betty Halthon  
Residing at: Detroit, MI

My Commission Expires:

September 3, 20 07

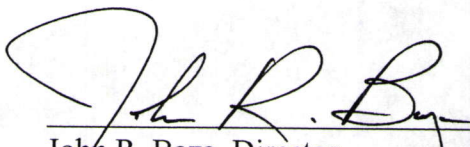
**BETTY HALTHON**  
Notary Public, Wayne County, MI  
My Commission Expires 09-03-2007



Bond Number \_\_\_\_\_  
Permit Number \_\_\_\_\_  
Mine Name \_\_\_\_\_  
Other Agency File Number \_\_\_\_\_

SO AGREED this 27<sup>th</sup> day of March, 20 06.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

  
\_\_\_\_\_  
John R. Baza, Director  
Utah State Division of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

COMPLETED

## **IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING THE TERRORISM RISK INSURANCE ACT OF 2002**

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of Americas, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances, we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond, or any generally applicable rules of law.

At this time, there is no premium charge resulting from this Act.





**SAFECO**

**POWER  
OF ATTORNEY**

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

No. \_\_\_\_\_

**KNOW ALL BY THESE PRESENTS:**

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*K. LIDE; L. SCOTT; B. HALTHON; Detroit, Michigan\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of June, 2002

*CB Mead*

CHRISTINE MEAD, SECRETARY

*Mike McGavick*

MIKE MCGAVICK, PRESIDENT

**CERTIFICATE**

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 15th day of February, 2005



*CB Mead*

CHRISTINE MEAD, SECRETARY





**SAFECO**

**POWER  
OF ATTORNEY**

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

No. 7083

**KNOW ALL BY THESE PRESENTS:**

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint  
\*\*\*\*\*K. LIDE; L. SCOTT; B. HALTHON; Detroit, Michigan\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of June, 2002

*CB Mead*

CHRISTINE MEAD, SECRETARY

*Mike McGavick*

MIKE MCGAVICK, PRESIDENT

**CERTIFICATE**

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 15th day of February, 2005



*CB Mead*

CHRISTINE MEAD, SECRETARY